



U.S. General Services Administration

**PUBLIC SALE
U. S. GOVERNMENT REAL PROPERTY**

For Sale by Sealed Bid

**Goose Rocks Lighthouse located
offshore at east entrance of Fox Islands Thoroughfare
East Penobscot Bay
Knox County, North Haven, Maine**



Photograph courtesy Jeremy D'Entremont

Invitation for Bid #1PR-06-001 \$5,000.00 minimum bid

**Bid Opening: Wednesday, July 12, 2006
2:00 PM (local time)**

General Services Administration, Boston, Massachusetts

Sealed Bid Public Sale

INVITATION FOR BID: 1PR-06-001

Goose Rocks Lighthouse, Knox County, Maine 04679 USA

THE INFORMATION BELOW MUST APPEAR IN THE LOWER LEFT CORNER OF BID ENVELOPE:

**Bid for Real Property Goose Rocks Lighthouse
Invitation Number: 1PR-06-001
Opening Date and Time:
Wednesday, July 12, 2006 at 2:00 PM local time**

SEND ALL BIDS TO: **General Services Administration (GSA)
Thomas P. O'Neill Federal Building
Business Service Center, Room 901
10 Causeway Street, Boston, MA 02222
(location of the bid opening)**

Sealed bids for the purchase of the Government property described in the Schedule portion of this Invitation for Bids (IFB) must be submitted in duplicate and will be received until **2:00 PM** local time on Wednesday, July 12, 2006 at the General Services Administration, Thomas P. O'Neill Federal Building, 10 Causeway Street, Boston, MA Business Service Center in Room 901. The bids will be opened publicly at that time.

Prospective bidders are urged to inspect the property before submitting an offer. Please contact GSA: Meta Cushing (meta.cushing@gsa.gov) Property Disposal Division in Boston at 617-565-5823 for an appointment.

The failure of any bidder to be fully informed as to the condition of the property will not constitute grounds for any claim or demand for adjustment or withdrawal of bid after opening. Any and all bids submitted in response to this Invitation for Bids must be in compliance with, and submitted pursuant to, all the terms and provisions of this Invitation for Bids, including, without limitation: 1) the Instructions to Bidders which include the provisions of the Bid Form; 2) the General Terms of Sale; 3) the Special Terms of Sale, all of which are attached to this Invitation for Bid and by this reference made part thereof.

Important Notice: The Office of Property Disposal maintains a record of the names and addresses of all parties issued copies of this Invitation for Bids. **Any bidder who does not acknowledge receipt of any addendum, supplement, etc. issued applicable to this Invitation may be considered unresponsive, and any resultant bid may not be considered for award.** If you are not the person who received this Invitation for Bid directly through the mail from the Government or through an official representative of the Government, it is to your benefit to advise the General Services Administration in writing of the address to which any additional information concerning this Invitation for Bid should be mailed to. Contact: US General Services Administration, Office of Property Disposal, Thomas P. O'Neill, Jr. Federal Building, 10 Causeway Street, Room 925, Boston, MA 02222

See <http://www.auctionrp.gov> for more GSA properties being sold by online auction.

Schedule

INVITATION FOR BID: 1 PR-06-001

Property Location and Description

Goose Rocks Light is in the township of North Haven, Knox County, Maine 04853. Surrounded by water, the light is approximately 400 yards from the westerly end of Stimpson Island in East Penobscot Bay in a busy waterway between the North Haven Islands and Vinalhaven.

The subject property, one of four “spark plug” style lighthouses off the coast of Maine, can be found at the east entrance of the Fox Islands Thorofare, LAT: 44:08:06 N LON: 68:49:54 W.

A 51-foot black and white conical tower of cast iron and steel construction, Goose Rocks Light was built in 1890 and sits on a 0.10 acre ledge, (visible at low tide and approximately 2,000 square feet.) The lighthouse has a concrete caisson foundation with keeper’s quarters and storage facility within its walls. There are four floors with 250 square feet on each floor and headroom of eight feet. On the exterior, there is a 360 degree wraparound watch deck. (See page 5 for layout).

The light can be seen from land at North Haven or Calderwood Point in Vinalhaven. For a closer view, there are cruises leaving from either Camden or Rockland, Maine.

Please be aware that the Light is not open to the public and is an active aid to navigation (ATON) maintained by the United States Coast Guard (USCG). To see its interior, bidders must make an appointment with the GSA representative handling the sale. There will be one inspection scheduled for mid-June. Contact M. Cushing at (617)565-5823 or meta.cushing@gsa.gov. *Do not contact the Coast Guard. GSA is handling all aspects of this sale for the USCG.*

Condition

The light had keepers-in-residence until it was automated in 1963. Since it is now solar-powered and remains an active aid to navigation (ATON), the ATON will remain the property of the USCG after the sale. Easements will be part of the Quitclaim Deed and will ensure USCG access for operation and maintenance of the ATON. As part of the navigational aids, there is a fog signal horn at the light, sounding one blast every six seconds and a flashing red signal light every six seconds.

Goose Rocks Light contains no fixtures or related personal property having possible historic, architectural, archeological or cultural value. The original fourth order Fresnel lens, part of the light before it was solar-powered, has been removed.

The property is offered “as is” and “where is” without representation, warranty or guarantee as to quality, quantity, title, character, condition, size or kind.

Presence of Lead-based Paint (LBP)

Due to the age of the property, lead-based paint is presumed to be present in the structure.

Historicity

Since Goose Rocks Light is listed on the National Register of Historic Places (No. 87002267), historic covenants will be incorporated into the Quitclaim Deed. The light must be maintained in accordance with the Secretary of Interior Standards for Rehabilitation in consultation with the Maine State Historic Preservation Office (SHPO). See section *Special Conditions of Sale* in this package for details on those covenants and conditions.

Township of North Haven, Maine

The Light is located in the Township of North Haven, a village located on one of the Fox Islands in Penobscot Bay. To contact the town government, call (207)867-4433 or write to Main Street, P.O. Box 400, North Haven, Knox County ME 04853.

Utilities

None on site. The Government makes no representation of any kind or nature, express or implied, as to the availability of utility services or the access to any such services from the property described in this Invitation for Bids. It shall be the responsibility of the purchaser to obtain utility services.

Access/Inspection

Since Goose Rocks Light is not open to the public, you must make an appointment in advance with the General Services Administration for inspection. GSA representatives will be at the light for the scheduled inspection to answer any questions about the public sale process and the property. The GSA contact is: Meta Cushing 617-565-5823 or meta.cushing@gsa.gov.

Waiver of Liability

In order to see the interior of Goose Rocks Light, you must sign a waiver of responsibility due to the dangers of disembarking, embarking and the climb into and from the light itself. Please contact the GSA office in Boston (NOT THE US COAST GUARD) at (617)565-5823 or email meta.cushing@gsa.gov to arrange your appointment and to obtain and sign the waiver in advance of your site inspection. Access to the interior is made by climbing two single ladders on the side of the light, limiting the possible number of visitors that is practical for each scheduled party. See photos at the end of the IFB for a closer look on access.

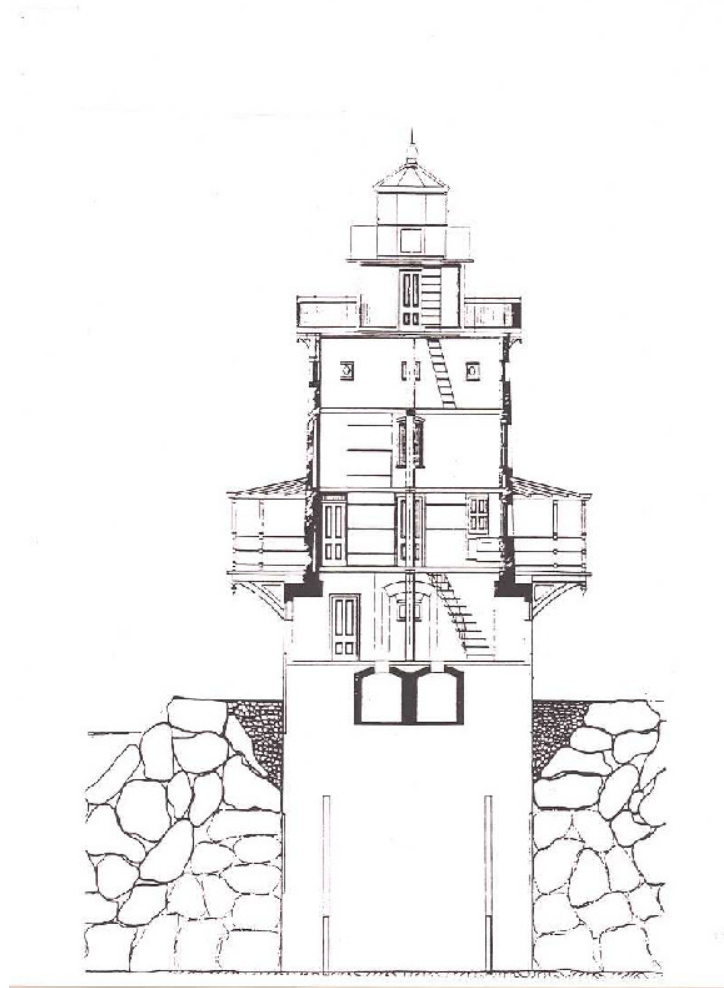
Landing a small boat to access the interior of the light can be hazardous and a successful landing depends upon the condition of the seas and the tide.

Legal Description

The subject property is currently in the title of The United States of America. It was acquired by deed dated March 11, 1889 from the State of Maine through a Resolve of Legislature entitled “Resolve authorizing the Land Agent to deed Goose Rocks to the United States of America on behalf of the State of Maine” described more specifically as follows:

“All the right, title and interest the State of Maine has in and to the Ledge of rock known and described on page two hundred and eleven, Division A. Atlantic Coast Pilot, second edition eighteen hundred and seventy nine, as Goose Rocks, surmounted by an iron spindle, wholly submerged at high tide, with an exposed area of two thousand feet at low tide, and being about four hundred yards from the westerly end of Stimpson’s Island, Knox County, Maine.”

Goose Rocks Light - USCG Drawing



Instructions to Bidders

INVITATION FOR BIDS: 1PR-06-001

1. BID FORM.

- (a) Bids must be submitted in duplicate on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. Bids may be modified or withdrawn by telegram received prior to the time fixed in this Invitation for Bids for the opening of bids.
- (b) Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed.
- (c) Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
- (d) In submitting a bid, return two Bid Forms with original signatures. Retain all other documents, including one copy of the Bid Form, for your records.

- 2. BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the "Place of Bid Opening" stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope. On the lower left corner of the envelope it must state: **Invitation number: 1PR-06-001 Bid Opening Date: July 12, 2006 Bid Opening Time: 2:00 PM (local time).**

No responsibility will attach to any officer of the Government for the premature opening of, or failure to open, a bid not properly addressed and identified.

3. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.

- (a) Any bid received at the office designated in this Invitation for Bids after the exact time specified for receipt will not be considered unless it is received before award is made and it:
 - (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a an Invitation for Bids requiring receipt of bids by the 20th of the month must have been mailed by the 15th); or
 - (2) Was sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

- (3) Was sent by US Postal Service "Express Mail Next Day Service- Post Office to Addressee", not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and US Federal holidays.
- (b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.
- (c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the US Postal Service postmark both on the envelope or wrapper and on the original receipt from the US Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the US Postal Service on the date of mailing. Bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
- (e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by US Postal Service Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the US Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision. Therefore, bidders should request the shipper to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (f) Notwithstanding any other language of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received, and may be accepted.
- 4. BID EXECUTED ON BEHALF OF BIDDER.** A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his or her Power of Attorney or other evidence of his authority to act on behalf of the bidder.

(a) **CORPORATION.** If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. This certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

(b) **PARTNERSHIP.** If the bidder is a partnership, and all partners sign the bid with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

(c) **LIMITED LIABILITY CORPORATION (LLC).** If the bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

5. **BID DEPOSIT.** The minimum bid is \$5,000.00. Each bid must be accompanied by a bid deposit of not less than ten percent (**10%**) of the amount bid, in the form of a certified check, cashier's check, or postal money order made payable to the **US General Services Administration**. The bidder, at its option, may be named as an

alternative payee. This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Bid deposits accompanying bids which are rejected will be returned to bidders, without interest, within five (5) working days after rejection of the bids

6. **ADDITIONAL INFORMATION.** The General Services Administration issuing office, at the address given in this Invitation for Bids, will upon request, provide additional copies of this Invitation for Bids, Bid and Acceptance, and will answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted should be deemed to have been made with full knowledge of all terms, conditions, and requirements contained or referenced in this Invitation for Bids. The failure of any bidder to inspect, or to be fully informed as to the condition of any or all portions of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after opening.

7. **BIDS TO BE OPENED AT SPECIFIED TIME.** It shall be the duty of each bidder to see that its bid is delivered by the time and at the Place of Bid Opening prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely kept unopened. No bid, modification, or withdrawal received after the time fixed in this Invitation for

Bids for the opening of bids will be considered except as provided under 3. above. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested that may be present either in person or by representative.

- 8. WAIVER OF INFORMALITIES OR IRREGULARITIES.** The Government may, at its election, waive any minor informality or irregularity in bids received.

9. ACCEPTABLE BID.

The **minimum bid** for the subject property is FIVE THOUSAND DOLLARS (**\$5,000.00**).

A bid received from a responsible bidder whose bid, conforming to this Invitation

for Bids, will be most advantageous to the Government, based on price and any other factors which may be specified in this Invitation for Bids is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

- 10. NOTICE OF ACCEPTANCE OR REJECTION.** Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or its duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids received or portions thereof.

General Terms of Sale

INVITATION FOR BIDS: 1PR-06-001

- 1. TERM - “INVITATION FOR BIDS”.** The term “Invitation for Bids” (IFB) as used herein refers to the foregoing Invitation for Bids, and its Schedule; the Instructions to Bidders; the General Terms of Sale; the Special Terms of Sale and, the Bid Form; all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids.
- 2. DESCRIPTIONS INVITATION FOR BIDS.** The description of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.
- 3. INSPECTION.** Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening. Contact GSA for an appointment @ 617-565-5823.
- 4. CONDITION OF PROPERTY.** The property is offered for sale and will be sold “As Is” and “Where Is” without representation, warranty, or guarantee of any kind or nature, express or implied, including, without limitation, any representation, warranty or guarantee as to quantity, quality, title, character, condition, size, or kind, or that the same is in a condition or is fit to be used for any particular purpose, and no claim for any allowance or deduction or withdrawal of bid upon such grounds will be considered after the bid opening.
- 5. ZONING.** Verification of the present zoning and determination of permitted uses there under, along with compliance of the property for present or proposed future use, shall be the sole responsibility of the bidder and the Government makes no representation or warranty in regard thereto. The Government does not guarantee that any zoning information is accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids.
- 6. CONTINUING OFFERS.** Each bid received shall be deemed to be a continuing offer after the date of bid opening for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 calendar days. If the Government desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.

7. POSSESSION.

- a. The successful bidder agrees to assume possession of the property within 15 calendar days of a written request given by the Government after acceptance of the bid. Should the successful bidder fail to take actual possession of the property within such period, the bidder shall, nonetheless be charged with constructive possession commencing at 12:01 a.m. local time at the location of the property, on the 16th day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession.
- b. Although by assuming possession under (a) above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of its own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, on a monthly basis, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.1 5" plus 1-1/2% rounded to the

nearest one-eighth percent (1/8%) as of the date of bid acceptance.

- 8. TERMS.** The property shall be purchased for cash. Payment is due in full at the time of closing in accordance with Paragraph 14, of these "General Terms of Sale." The successful bidder's bid deposit shall be applied toward the purchase price.
- 9. TAXES.** As of the date of conveyance, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and shall prorate sums paid, or due to be paid, by the Government in lieu of taxes.
- 10. RISK OF LOSS.** As of the date of conveyance, the successful bidder shall assume all responsibility for care and handling of the property and all risks of loss or damage to the property, and shall have all obligations and liabilities of ownership.
- 11. REVOCATION OF BID AND DEFAULT.** In the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale or as may be available to it at law or in equity. Election of

remedies is at the sole and absolute discretion of the Government.

12. GOVERNMENT LIABILITY. If an offer is accepted by the Government and: (1) Government fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the purchaser for any reason although purchaser is ready, willing, and able to close, Government shall promptly refund to purchaser all deposits and/or amounts of money purchaser has paid, without interest, whereupon Government shall have no further liability to purchaser. With respect to any claim that may be asserted against the Government, the Government's liability shall not, in any event, exceed refund of the purchase price or such portion thereof as the Government may have received.

13. TITLE EVIDENCE. Any title evidence which may be desired by the successful bidder will be procured by the bidder at its sole cost and expense. The Government will, however, cooperate with the successful bidder or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title to the property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property, or to procure any documentation that is not readily available.

14. TITLE. If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a deed without warranty of covenants of title of any kind or nature.

15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE. The Government shall set a sale closing date, said date to be not later than 45 calendar days after acceptance of the bid unless extended by the Government. On the closing date, the successful bidder shall tender to the Government, by certified check; cashiers check the balance of the purchase price. Upon confirmation by the Government of the receipt of acceptable funds, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance.

16. EASEMENTS. The property will be conveyed subject to any and all existing reservations, easements, restrictions, covenants, and rights, recorded and/or unrecorded, including, but not limited to, any easements, reservations, rights, and covenants described herein; any state of facts that would be disclosed by a physical examination of the property; any state of facts that a current, accurate and adequate survey of the property would disclose; and any and all other matters of record.

17. DELAYED CLOSING. The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.12" plus one and one half percent (1-1/2%) rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. Notwithstanding the foregoing, the

Government reserves the right to refuse a request for extension of closing.

18. DOCUMENTARY STAMPS AND COST OF RECORDING. The successful bidder shall pay any and all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state, and/or local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

19. CONTRACT. The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or on behalf of either party shall be a part of such contract. Nor shall the contract or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void. Any bid accepted hereunder and any contract resulting there from shall be binding upon the bidder and its heirs, executors, administrators, assigns, representatives and/or successors-in-interest.

20. OFFICIALS NOT TO BENEFIT. No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

21. COVENANT AGAINST CONTINGENT FEES. The successful bidder warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the successful bidder the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the successful bidder upon the contract secured or made through bona fide established commercial agencies maintained by the successful bidder for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

SPECIAL TERMS OF SALE

INVITATION FOR BIDS: 1PR-06-001

1. THE DESCRIPTION of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property is based on the best information available to GSA's Property Disposal Division and is believed to be correct, but any error or omission, including but not limited to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale or any claim by the purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

2. OBJECTS AFFECTING NAVIGABLE AIRSPACE: Based on coordination between the General Services Administration and the Federal Aviation (FAA), as recommended in House Report 95-1053, entitled "FAA Determination of 'No Hazard' for Structures Near Airports," it has been determined that the property is NOT within six nautical miles of an airport.

3. SUBMERGED LANDS: The light is NOT located on submerged lands as defined by the State of Maine Bureau of Parks and Lands Submerged Lands Program. There is approximately 2,000 square feet of ledge visible at low tide; at high tide, the ledge is wholly submerged.

4. AIDS TO NAVIGATION. The United States Coast Guard is the Federal agency responsible for operating and maintaining any "Federal aid to navigation" as that term

is defined by paragraph (e)(4) of section 308 of the National Historic Lighthouse Preservation Act (NHLPA). The Federal aids to navigation located at the Lighthouse in operation as of this date shall remain the personal property of the United States and shall continue to be operated and maintained by the United States for as long as needed for navigational purposes.

The Grantee acknowledges and agrees that it is accepting title to the Property subject to the right of the United States Coast Guard, or its successor entity ("USCG") to continue the ownership, operation and maintenance of all active aids to navigation. In furtherance of its right to continue such function, the United States of America hereby expressly reserves perpetual and assignable the following rights and easements:

- (1) The unrestricted right of the USCG to keep, locate, service, maintain, operate, repair and replace aids to navigation and any and all associated equipment, on the Property.
- (2) The unrestricted right to relocate or add any aids to navigation and any and all associated equipment, or make changes on any portion of the Property as may be necessary for navigational purposes.
- (3) An easement of access to, over and across the Property in favor of USCG for the purpose of servicing, maintaining, locating, operating, repairing and

replacing navigational aids and any all associated equipment on the Property. The United States shall have the right to enter the Property at any time with reasonable notice for the purpose of maintaining the navigational aids and performing the other functions contemplated herein. Access shall be across any portion of the Property as necessary. Upon completion of the servicing, maintaining, operating, repairing and replacing of navigational aids and any associated equipment, the Property shall, at the sole cost of the United States Coast Guard, or its successor entity, subject to the availability of appropriated funds, be left as nearly as reasonably possible in the same condition as before any such work began.

- (4) An easement to the USCG for the purpose of preserving an Arc of Visibility of 360 degrees for the GOOSE ROCKS LIGHT with the stipulation that nothing will be constructed maintained or permitted of a height sufficient to interfere with or obstruct the Arc of Visibility of said lighthouse.
- (5) The Grantee may not interfere with or allow interference in any manner with any navigational aids in use on the Property without express written permission from the USCG.

5. HISTORIC PRESERVATION

COVENANTS. The Property is listed on the National Register of Historic Places. The Grantee, in accepting this Deed, acknowledges and accepts the following historic preservation covenants.

- (1) Grantee shall maintain and preserve the Property in accordance with the recommended approaches in *The Secretary of the Interior's Standards for Treatment of Historic Properties, Standards for Preservation*, (Technical Preservation Services for Historic Buildings, National Park Service) in order to preserve and enhance the distinctive materials, features and spaces that make the Property eligible for inclusion in the National Register of Historic Places.
- (2) When rehabilitation is the appropriate treatment, Grantee shall rehabilitate the Property in accordance with the recommended approaches in *The Secretary of the Interior's Standards for Treatment of Historic Properties, Standards for Rehabilitation* (Technical Preservation Services for Historic Buildings, National Park Service). Rehabilitation is appropriate when repair and replacement of deteriorated features is necessary or when alteration or additions to the property are planned.
- (3) Distinctive materials, features, finishes, construction techniques and examples of craftsmanship that characterize the property shall be preserved.
- (4) Plans of proposed rehabilitation, construction, alteration or replacement of

distinctive materials, features, finishes or spaces which would affect the appearance or structural integrity of the Property shall be reviewed and approved by the Maine State Historic Preservation Officer ("SHPO") in consultation with the Secretary of the Interior ("Secretary") for consistency with *The Secretary of the Interior's Standards for Treatment of Historic Properties*.

- (5) The SHPO shall be permitted at all times to inspect the Property in order to ascertain if the above conditions are being observed.
- (6) The covenants, conditions and restrictions contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property.
- (7) The failure of the Secretary, the Administrator or the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
- (8) The covenants, conditions and restrictions set forth shall constitute a binding servitude upon the Property and shall be deemed to run with the land. All

of the covenants, conditions, restrictions and obligations described are binding upon the Grantee and its heirs, successors and assigns.

6. ENVIRONMENTAL

CONSIDERATIONS. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. 9620 (h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

7. LEAD-BASED PAINT. The Property contains no improvements defined by Title X as target housing. However, in the event that any improvement on the Property is converted to residential use, the Grantee covenants and agrees that in its use and occupancy of such Property, it will comply with 24 CFR and 40 CFR 745 and all applicable Federal, State and local laws relating to lead-based paint; and that the United States assumes no liability for damages for Property damage, personal injury illness, disability, or death to Grantee its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling , use, disposition or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the Property described in this deed, whether Grantee, and its successors or assigns, have properly warned or failed properly to warn the individual(s) injured. Grantee further agrees to indemnify, defend and hold harmless the United States of America from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might

arise or be made against the United States of America due to, or relating to, the presence of lead-based paint hazard on the Property, any related abatement activities, or the disposal of any material from the abatement process.

8. ASBESTOS. The holding agency has stated that there is no asbestos present at Goose Rocks Light.

**Bid for the Purchase of
U.S. Government Property**

Invitation for Bid Number: 1PR-06-001

Goose Rocks Lighthouse, Knox County, Maine

The Government reserves the right to reject any and all bids.

(Date) _____

To: US General Services Administration
Business Service Center
Thomas P. O'Neill Jr., Federal Building
10 Causeway Street, Room 901
Boston, MA 02222

SUBJECT TO: (1) the terms and conditions of Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders; and (3) the General Terms of Sale & Special Terms of Sale, all of which are incorporated as part of this bid, the undersigned bidder hereby offers and agrees, if this bid is accepted within sixty calendar days after date of the bid opening, to purchase the property as described in said Invitation for Bids for which bid price is entered below:

AMOUNT OF BID: \$ _____ BID DEPOSIT (Enclosed) \$ _____

Minimum \$5,000.00 **10% of bid amount**

CHECKS MUST BE PAYABLE TO THE U.S. GENERAL SERVICES ADMINISTRATION

NOTE: See paragraph 5 of the Instructions to Bidders for information concerning amount and form of bid deposit.

Name and address of bidder (type/print name, street, city, state, and telephone number).

Name: _____
Street: _____ City _____
State: _____ Zip _____
Telephone number: (____) _____

Bidder represents that he operates as (check appropriate box):

☐ an individual doing business as _____

☐ a partnership consisting of _____

☐ a corporation, incorporated in the state of _____

☐ a trustee acting for _____

☐ a Limited Liability Corporation in the state of: _____

In the event this bid is accepted, the instruments of conveyance should name the following as Grantee (s):

Signature of person authorized to sign bid.

Signer's name and title (type or print)

Signature of spouse, if applicable

Spouse's name and title of spouse, (type or print)

Certificate of Corporate Bidder

I _____, certify that I am
_____ of the Corporation named as bidder herein;
that _____ who signed this bid on behalf of the bidder, was
then _____ of said Corporation; that said bid
was duly signed for and on behalf of said Corporation by authority of its governing body and is within the
scope of its corporate powers.

(Secretary or other)

(Official Title)

(SEAL)

**Bid for Purchase of
U.S. Government Property**

Invitation for Bid: 1PR-06-001

Goose Rocks Light, Knox County, Maine

The Government reserves the right to reject any and all bids.

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Approach to Goose Rocks Light



All photos courtesy of Jeremy D'Entremont



Goose Rocks Light, Knox County, Maine 04853

For Sale by Sealed Bid (1-PR-06-001)

Opening on Wednesday, July 12, 2006

Boston, Massachusetts



Sale conducted for the United States Coast Guard

by

General Services Administration

Public Buildings Service

Office of Property Disposal

10 Causeway Street

Boston, Massachusetts 02222